

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

WENDY HULBURT,)	
)	
Plaintiff,)	
)	
v.)	No. 1:14-cv-3834
)	
CREDIT ONE FINANCIAL)	
d/b/a Credit One Bank, N.A.,)	
)	
Defendant.)	

PLAINTIFF’S COMPLAINT

Plaintiff, WENDY HULBURT (“Plaintiff”), through her attorneys, alleges the following against Defendant, CREDIT ONE FINANCIAL d/b/a Credit One Bank, N.A. (“Defendant”):

INTRODUCTION

1. This action is brought by Plaintiff pursuant to the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227 *et seq.*

JURISDICTION AND VENUE

2. Subject matter jurisdiction of this court arises pursuant to 28 U.S.C. 1331.
3. Defendant conducts business in the State of Maryland thereby establishing personal jurisdiction.
4. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2).

PARTIES

5. Plaintiff is a natural person residing in Brandywine, Maryland.
6. Defendant is a business entity headquartered in Las Vegas, Nevada.
7. Defendant acted through its agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers.

FACTUAL ALLEGATIONS

8. In 2014, Defendant started placing telephone calls to (240) 604-74xx, Plaintiff's cellular telephone.

9. Defendant has been assigned multiple telephone numbers from its service provider(s) that it uses to call Plaintiff including, but not limited to, 732-867-2902, 866-473-0951 and 973-796-5994.

10. All of Defendant's calls to Plaintiff's cell telephone were placed using an automatic telephone dialing system or other equipment capable of storing and/or producing telephone numbers ("auto dialer").

11. Defendant places telephone calls to Plaintiff for non-emergency purposes.

12. On June 18, 2014, Plaintiff spoke to Defendant and instructed Defendant to stop calling her cell phone.

13. Plaintiff repeated her instruction on June 20, 2014.

14. Plaintiff revoked any consent, express or implied, for Defendant to use an auto dialer to call her cell phone.

15. Defendant continued to knowingly, willfully, and intentionally used an auto dialer to call Plaintiff's cell phone.

16. Since July 22, 2014, Defendant has used an auto dialer to call Plaintiff at least sixty-three (63) times.

17. Defendant did not have Plaintiff's express consent to use an auto dialer to call her cell phone after June 20, 2014.

18. Plaintiff is annoyed and feels harassed by Defendant's continuous calls to her cell phone.

COUNT I
DEFENDANT VIOLATED THE TELEPHONE CONSUMER PROTECTION ACT

19. Defendant's actions alleged *supra* constitute numerous negligent violations of the TCPA, entitling Plaintiff to an award of \$500.00 in statutory damages for each and every violation pursuant to 47 U.S.C. § 227(b)(3)(B).

20. Defendant's actions alleged *supra* constitute numerous and multiple knowing and/or willful violates of the TCPA, entitling Plaintiff to an award of \$1500.00 in statutory damages for each and every violation pursuant to 47 U.S.C. § 227(b)(3)(B) and 47 U.S.C. § 227(b)(3)(C).

WHEREFORE, Plaintiff, WENDY HOLBURT, respectfully requests judgment be entered against Defendant, CREDIT ONE FINANCIAL d/b/a Credit One Bank, N.A., for the following:

21. Statutory damages of \$500.00 for each and every negligent violation of the TCPA pursuant to 47 U.S.C. § (b)(3)(B),

22. Statutory damages of \$1500.00 for each and every knowing and/or willful violation of the TCPA pursuant to 47 U.S.C. § (b)(3)(b) and 47 U.S.C. § (b)(3)(C),

23. All court costs, witness fees and other fees incurred,

24. Any other relief that this Honorable Court deems appropriate.

Dated: December 9, 2014

RESPECTFULLY SUBMITTED,

By: /s/ Michael A. Siddons

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